This notice is being published only to limited bidders and is not an open invitation to quote in tender. Participation in this tender is by invitation only and is limited to bidders for item, to whom invitation has been sent. Unsolicited offers are liable to be ignored.

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED, CIN: U21090KA2010PTC055475 CORPORATE OFFICE, MYSORE 0821-2401171 / 2401176

E-LIMITED TENDER ENQUIRY No: BNPM/LTE/CC/945/2018-19 dtd 18-02-2019

Star Date: 18.02.2019 Last Date: 20.02.2019 Closing Time: 11:30HRS

A. SCOPE OF SUPPLY:

Supply of 1000 MT of Cotton Comber

B. TERMS & CONDITIONS OF THE LIMITED TENDER ENQUIRY:

1. PARALLEL CONTRACT TERMS:

The total quantity shall be distributed among (two bidders) in the ratio of 60:40 between L1 and L2 respectively, at L1 rates only. Counter offers shall be given first to responsive L2 and so on respectively to match L1 rates. In case L2.... respectively, do not match with L1 rates, order for entire quantity shall be placed on L1 bidder itself. However, the competent authority would have the discretion to reject tenders above a particular price considered reasonable, though the required quantity may not be available up to the reasonable price.

2. DELIVERY SCHEDULE:-

| S No | Particulars | Qty to be supplied by |
|------|---|-----------------------|
| | | the L-1 bidder |
| 1 | 1st Week Schedule from the date of PO | 200 MT |
| 2 | 2 nd Week Schedule from the date of PO | 200 MT |
| 3 | 3rd Week Schedule from the date of PO | 200 MT |
| 4 | 4th Week Schedule from the date of PO | 200 MT |
| 5 | 5th Week Schedule from the date of PO | 200 MT |

^{*} Bidders capable of supplying as per above schedule are only required to quote. If no other bidder match with L-1 rates, then L-1 bidder shall be able to supply entire quantity as per above schedule. Bid of those bidders who have not confirmed delivery schedule, will not be considered for price bid opening.

3. DELIVERY TERMS:

Material shall be delivered on F.O.R Basis, BNPMIPL, and MYSURU (inclusive of all charges).

- 4. EARNEST MONEY DEPOSIT (EMD): NIL.
- **5. SECURITY DEPOSIT:** The Performance Bank Guarantee (PBG) of successful bidder deposited with BNPM, shall be retained until completion of all contractual obligations. In case of at any point of time, it is required by BNPM to increase the BG amount (or) extend the BG validity, same shall be intimated to successful supplier for necessary action.



6. BID VALIDITY: The bid shall remain valid for acceptance for a period of 7 days (Seven days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

7. TERMS AND MODE OF PAYMENTS

- (i) 90% amount of the invoiced value shall be released on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier.
- (ii) 10% amount will be released after completion of entire supply as per purchase order and on satisfactory performance in the production of pulp and acceptance of goods by the consignee at destination. Payments to suppliers shall be made in INR only.
- (iii) Payment will be made on the basis of net weight of cotton comber received i.e., by deducting the weight of packing material. For this purpose the successful supplier has to mention the weight of packing material separately on their invoice.
- (iv) Payment will be made only if the supplied consignment meets the specifications & quality criteria mentioned in the Technical Specifications.
- (v) The successful bidder should raise the invoice in INR only at the rates arrived during evaluation. The payment shall be made in INR only.

8. PACKING & MARKING

Packing:

Successful vendor should supply absolutely clean cotton comber and should be exactly as per specification and absolutely free from colour thread, plastic, fiber, nylon, ropes, dirt husk, grit, synthetics, and other contaminants.

It is desired that the comber bales to be supplied should be as per the below packing Standards.

Packing Standards for Bales:

a) The details of bale and unit size should be as follows:

| Description | Unit of Material | Size |
|-----------------------------------|------------------|-----------|
| Weight | Kg. (Air Dried) | 140 - 170 |
| Length of the Bale | Cm | 125 - 135 |
| Width of the Bale | Cm | 45 - 55 |
| Height of the Bale | Cm | 50 - 55 |
| Tare weight of packaging material | Kg. (max.) | 3.5 |

- b) If average weight found below or above the specified limit (as mentioned in the above table), Rs.1/- per Kg. per bale will be deducted from the supplier bills. For example, if consignment is of 75 bales of average bale weight is 130 kgs., there then deduction will be (no. of bales x average bale wt. x Rs.1 per kg. of bale) = Rs. $(75 \times 130 \times 1) = Rs. 9750$ /-.
- c) In case, if bale size found other than specified size (as mentioned in above table), the entire consignment will be rejected.
- d) The tare weight of packaging material of each bale within the limit of 3.5kg only.



Standard deduction of Packing Weight shall be 2 kg. In case, the weight of packing material is more than 2 kg, the actual weight of packing material shall be deducted. In case, the weight of packing material is less than 2 kg, the standard 2 kg weight of packing material shall be deducted.

- e) The packing material should be clean, free from dust and other foreign material, etc.
- f) The bales of cotton comber is to be packed and supplied in fabric cloth and fastened with PP/PET straps to avoid contamination during storage and transit. No knitting cloth/banyan cloth/jute packing shall be accepted.
- g) Each bale should be marked with indelible ink as Name of supplier, Sr. no. of each bale, Gross tare weight and should invariably enclose individual bale wise weight list in duplicate with documents to enable us to verify and process your bills and same should be followed for all supplies, failing which payment will be withheld.
- h) During transporting through road, the supplier must despatch the same in closed container / tarpaulin covered truck for safe transportation of material and must be sent duly insured at his cost.
- i) Supply in loose bags / uncovered bales / partially covered bales, half pressed bales, etc. will be rejected at supplier risk and cost.

9. INSPECTION:

- a) The supplier should supply the material strictly as per the specification mentioned in the technical specification and in line with the packing and marking terms.
- b) A pre-dispatch inspection may be carried out by BNPM, if desired by BNPM. The supplier has to inform well in advance and also to facilitate the inspection team to carry out the same.
- c) Cotton comber supplied will be inspected at BNPM site. Quantity as ascertained on receipt of above material at BNPM site will be treated as quantity supplied wherever the package/materials are received intact. For each supply/consignment, test/quality certificate should be sent without fail.

As regards quality, BNPM laboratory analysis report will be final and BNPM decision on acceptance or rejection will be final and bindings will be on the supplier.

10. REJECTION REPLACEMENT:

In case of supplies, materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement should be made within 15 days from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulate period, BNPM reserves the right to dispose of the material at the risk and expense of the vendor as per provision under General conditions of contract.

11. RISK PURCHASE CLAUSE:

If the supplier fails to abide by the terms and conditions of this agreement, or fails to supply the material / service as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to



- a) Appropriate the Security Deposit (by invoking the Performance bank guarantee) deposited by the supplier as per clause of General Conditions of Contract and procure the tender item / render service from other agencies at the risk and cost of the supplier.
- b) The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.

12. VENDOR PERFORMANCE:-

Vendor shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of the material supplied, technical support, quality of aftersales service if any, replacement of the defective material if any, responsiveness etc.

Based on the above criteria, the vendor shall be rated in category "A", "B" & "C". The vendor with rating "C" shall be disqualified/debarred from participating in the tender for certain period.

13. FORE-CLOSURE CLAUSE:-

If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.

14. FALL CLAUSE:

If the contractor reduces its price or sells or even offers to sell the offered goods, following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the General Instruction to tenderers and action, as appropriate, would be taken as per provision of that clause.

15. SECURITY AND CONFIDENTIALITY:

BNPMIPL is a security organization and the premise is declared as 'Prohibited Area' by the Govt. of Karnataka. Hence the service provider has to abide by the security rules of the Company.

16. THE BIDDER SHOULD CONSIDER THE FOLLOWING POINTS WHILE QUOTING GST RATE IN THEIR BIDS:

a) In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".



- b) In case of a compounding dealer, GST shall be quoted as "Nil" as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
- c) In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
- d) In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
- e) In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
- f) In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
- g) If there is any difference of opinion regarding classification in HSN code, the bidder should sought clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

17. EVALUATION CRITERIA:

- (i) The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration of the total offered price for delivery up to BNPM, Mysore on L-1 basis.
- (iii) All responsive tenderers shall be evaluated as per the terms & conditions of the tender. The basis for arriving at the lowest responsive bidder shall be as per the price quoted for landed cost at Mysore including GST, packing & forwarding charges, freight, insurance and any other charges etc. and input credit shall be deducted to arrive at the effective price.
- (v) Bidder has to quote GST rate as per the HSN code provided in Price Schedule. In case of any mismatch in HSN code with respect to offered product, same shall be decided in consultation with winning bidder
- (vi) All tenderers should be registered under GST. They should be eligible to pass on input credit. Bid will be evaluated all-inclusive though input credit will be deducted to arrive at the effective cost.

A. Indigenous/Domestic Bidder

- 1. If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected
- 2. The HSN code of the product/services shall be determined at the tendering stage itself and mentioned in the price bid format to quote the GST rate according to the specified HSN code.
- 3. The evaluation of tender for three categories of GST registration is provided below:

| Particulars | Registered | Compounding | Unregistered* |
|-------------|------------|-------------|---------------|
| Basic Price | XXX | XXX | XXX |



| Add: GST | X | - | X |
|-------------------|--------------|-----|--------------|
| Add: Cess on GST | XX | - | Xx |
| Less Input Credit | X | - | X |
| Total price | Xxx +X+xx -X | XXX | xxx +X+xx -X |

^{*}If the bidders participated in a tender is unregistered, the GST shall be payable by the purchaser under reverse charge and shall be added to the quoted rate to arrive at the Gross price and input credit, if any shall be deducted from the total landed cost to arrive at the net comparable price.

15. Other instructions for the bidders to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted:

- a) Registered/compounding Contractor/supplier should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.
- b) The supplier should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act
- c) The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
- d) Wherever there is difference in the amount admitted, the supplier may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note
- e) Supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
- f) Supplier should provide indemnification as follows: "In the event of non-compliances with respect to GST ACT and Rules by the supplier, the supplier should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company".
- 21. The Company discourages the engagement of agents for brokering contracts and hence intending bidders are requested to take note of the above that engagement of agents for brokering contracts may result in dis-qualification.

C. TECHNICAL SPECIFICATIONS & QUALITY CONTROL REQUIREMENTS

| Absolutely clean cotton comber confirming to the following specifications | | | |
|---|------------------|-------------|--|
| Sl. No. | <u>Parameter</u> | <u>Unit</u> | <u>Specifications</u> |
| 1 | Moisture Content | % | 8.0 (Max.) |
| 2 | Colour | - | Natural white / off-white |
| 3 | Fluorescence | - | i) Free from fluorescence fibres and additives ii) Inactive under UV light at 365 nm |
| 4 | Cellulose | % | Minimum 98% As per IS – 1060 Part-II or equivalent international standard |
| 5 | рН | - | 6 – 7.5 As per TAPPI 509 or equivalent international standard |



Important Note:-

- (1) Cotton comber must be free from coloured impurities, black pepper (seeds), thread, plastic, nylon, ropes, dirt, dust, husk, grit, synthetic, fungus, oil & grease, stones, pebbles, metals, packing material, other foreign contaminants and it must not be mixed with Licker-in drops (LD), flat strips (FS) and open end yarn waste (OE-waste). The following conditions are strictly applicable:-
- (i) If any of the above is found during pre-inspection at works / visual inspection at our site, the material shall be rejected out rightly and the rejected material shall be taken back by the supplier within 7 days at the cost and risk of the supplier from the date of intimation and replacement should be made within 15 days. No payment shall be made for rejected material.
- (ii) If any contamination as above is found during production stage, a Liquidated Damages of Rs.25,000/- plus applicable tax will be imposed and will be recovered from the particular supply invoice (in which the impurities found) against 1st instance and on such 2nd instance, a liquidated damages of Rs.50,000/- plus applicable tax will be imposed and will be recovered from the particular supply invoice(in which the impurities found) and on consecutive 3rd instance, a liquidated damages of Rs.75,000/- plus applicable tax will be imposed and will be recovered from the particular supply invoice(in which the impurities found) besides other penalties as may be applicable as per the contract / tender.
- (iii) No supply will be accepted after such three incidence Purchase reserve the right to cancel the contract without further notice and without prejudice to other rights under the contract.
- (2) Normally, the cotton rejection due to fine inclusion during cleaning stage at BNPM is below 0.70% and if the cotton rejection due to fine inclusions is more than 0.70% during cleaning stage, then pro-rata deduction will be made from the particular supply invoice.
- (3) If moisture content exceeds 8%, pro-rata deduction shall be made.

With the supply of sub stranded item / commodity the purchaser is exposed to loss of production / quality / damage to machine etc., for which the damages suffered by the purchaser may not quantified in terms of money with any reasonable certainty. Therefore any liquidated damage set forth in the contract shall represent determination of the amount of damage that the Purchaser will suffer, and shall not be considered as penalties. The supplier thereby waives any defence to Purchasers recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered bu Purchaser or are penalties.

Quality control requirements must be in conformance to Technical Specification.

The material supplied shall be inspected at BNPM Mysore site.

Before Unloading of the Consignment:

1. Visual Inspection:

Preliminarily, a visual inspection will be carried out at site for assurance that the cotton comber lot is free from colour, thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, waste of spinning mill fungus / oil & grease, insects, stones, metals, packing materials and other contaminants etc.

If the lot fails the above primary level test, the lot consignment is liable to be rejected and no payment for that consignment will be made.

After Unloading of the Consignment:



2. Moisture Content Test:

After the lot is accepted after visual inspection, moisture content test will be carried out. It should meet the moisture content criteria mentioned in Technical specifications.

If moisture content exceeds 8%, pro-rata deduction will be made.

3. Laboratory Test:

Parallel to moisture content test, laboratory test for alpha-cellulose content percentage and pH value verification for the lot will be carried out as per specified standards mentioned in Technical specifications.

The lot will be rejected if it fails the above mentioned laboratory tests and no payment will be made for that consignment.

As regards quality, BNPM laboratory analysis report will be final and BNPM decision on acceptance or rejection will be final and binding on you.



Annexure I - Declaration

E-LIMITED TENDER ENQUIRY No: BNPM/LTE/CC/945/2018-19 dtd 18-02-2019 (To be submitted on the letterhead)

- a. We declare that we have gone through all terms & conditions as given in "General Conditions of Contract" and hereby agree to all conditions as stated herewith including liquidated damages & payment terms.
- b. We hereby confirm and undertake to deliver the quantity in complete as given in the tender, if our tender is accepted.
- c. We hereby undertake to deliver the cotton comber as per the delivery schedule mentioned in the tender, if our tender is accepted.
- d. We hereby accept to deliver the material as per the technical specification & packaging mentioned in the tender without any deviations.
- e. We hereby accept to keep our bid valid for 7 days from date of opening of tender (including extensions, if any).
- f. We also confirm that, if designated as L1 bidder, will supply the entire tendered quantity (i.e. 1000 MT) in case of non-acceptance of L1 rates by other bidders.
- g. We hereby confirm to keep one PBG valid during bid validity period/contract period.

| Signature |
|---------------------------|
| _ |
| Name |
| |
| Designation |
| |
| Date |
| |
| Stamp of the Organization |

(To be signed and stamped and to be submitted along with the Techno-commercial bid)

